where a city voluntarily exercises its authority to construct a sewer for the local advantage of the municipality, it is liable for negligence in the construction or maintenance of same. And, where the construction of such sewers is put in charge of board of commissioners, they act as agents of city and not public officers and the city is not relieved of its liability.

That an action at law will lie against a city for damages caused by negligence in carrying out a public improvement authorized by statute, seems to be well established. *Boston Belting Co. v. Boston*, 149 Mass. 44; *Rochester White Lead Co. v. City of Rochester*, 3 N. Y. 463. Municipal corporations are responsible for due care in the execution of any work ordered by them, and if the work is one for the special benefit of its own people, it must not negligently be allowed to get out of repairs to the injury of individuals. *Cooley on Torts*, page 621. When the construction and maintenance of streets, sewers, etc., is put in exclusive control of a board of street and park commissioners it is interpreted to mean "exclusive" of other officers and not exclusive of city. *Ehrgott v. The Mayor*, 96 N. Y. 264. Members of such board are considered as agents of the city and the latter is there; fore liable for their negligence. *Barnes v. District of Columbia*, 91 U. S. 540. *Bailey v. Mayor*, 3 Hill 531.

NUISANCES—CREATION BY GRANTOR—NOTICE TO ABATE.—GRAHAM V. CHICAGO I. & L. RY. CO., 74 N. E. 641 (IND.).—Wherein an action for a nuisance on the alleged theory that defendant created the nuisance, it being specially found that the nuisance was created by defendant's grantor, *held*, plaintiff was not entitled to recover, in the absence of notice to defendant of such nuisance and a demand for abatement a reasonable time before suit is brought.

There must be a request to abate. *Cooley on Torts*, 728. The notice may be written or oral or by acts clearly giving the party notice. *Carleton v. Reddington*, 21 N. H. 291-311. The grantee does not become responsible merely because he becomes the owner. *London v. Mullins*, 52 Iowa App. 410. *Lufkin v. Zane*, 157 Mass. 117. Although the principle "that it is clearly his (grantee's) duty to look into the right of his grantor before purchasing" was maintained in a well written opinion in *Caldwell v Gale*. 11 Mich. 774, in *Pinney v. Berry*, 61 Mo. 539, it was held that neither express notice nor positive request to abate was necessary. The better opinion would seem that the liability for the nuisance is not incurred by the grantee on account of his ownership but through his participation in and continuance of the wrong and notice would therefore be necessary. *Conhocton Stone R. v. B. N. Y. & E. R. R.*, 51 N. Y. 513.

PATENTS—INVENTION—COMBINATION OF OLD ELEMENTS.—IMPERIAL BOTTLE CUP & MACHINE CO. V. CROWN CORK & SEAL CO. 139 Fed. 312.—Where a patent consists of a combination of old elements co-operating upon a new principle to produce the same results as a prior patent, *held*, that the use of the old elements may limit but cannot defeat the patent. Gaff, J., *dissenting*.

To entitle improvement to protection as invention it should arise from the exercise of the inventive facilities involving something more than is obvious to persons skilled in that particular line. *Pearce v. Mulford*, 102 U. S. 112; *Packing Co. v. Provision Co.* 105 U. S. 566. A combination may result either from the exercise of inventive skill or from mechanical ingenuity and experiments, but it is an invention and the subject matter of a patent in the former case

only. *Robinson, Patents*, 228. By the weight of authority a combination of old elements is patentable when the several elements of which it is composed produce by their joint action either a new and useful result or an old result in a cheaper or otherwise more advantageous way. *Niles Tool Co. v. Betts Machine Co.* 27 Fed. 301; *Stephenson v. Brooklyn R. R. Co.*, 114 U. S. 149. It has been held that, in order that a combination of old elements be patentable, there must be some new results obtained. *Hoffman v. Young*, 18 O. G. 794; *Stutz v. Armstrong*, 28 O. G. 367. But the weight of authority is with the present case. *Rob., Patents*, § 155, N. 1.

TAXATION—DUE PROCESS OF LAW.—DELAWARE, LACKAWANNA & WESTERN R. R. Co. v. COMMONWEALTH OF PENNSYLVANIA.—25 SUP. CT, 669.—Where the capital stock of a corporation is appraised for the purpose of taxation without deducting the value of property held by the corporation outside and beyond the jurisdiction of the state making the appraisement, *held*, that the collection of a tax under such an appraisement would amount to the taking of property without due process of law. The Chief Justice, *dissenting*.

A state cannot tax property situated without its territorial limits. *Cooley, Taxation*, 84; *Darwin v. Strickland*, 57 N. Y. 492. And it is almost universally held that the capital of a corporation is represented by the property in which it has been invested and that a tax upon the capital stock is in effect a tax upon such property. *Gordon's Exr. v, Baltimore*, 5 Gill 231; *Rome R. R. Co. v. Rome*, 14 Ga. 275; *Cooley, Taxation*, 396. Private corporations are held to be "persons" within the clause of the Fourteenth Amendment relating to due process of law. *County of Santa Clara v. Southern Pac. R. R.* 18 Fed. 385. This decision is distinguishable from *Adams Express Co. v. Ohio*, 163 U. S. 194, holding that it was not a violation of the Fourteenth Amendment where a tax was laid upon the property of a corporation in the state, assessed on a basis of valuation derived by the rule of proportion to the whole capital stock.

WILLS—BEQUEST TO WIFE—DIVORCE—IN RE JONES' ESTATE, 60 ATL. 915 (Pa.).—*Held*—Bequest to my "wife. M. B." is not revoked by implication because subsequently the wife procured an absolute divorce, the word "wife" being descriptive only. Mitchell, C., J. *dissenting*.

It is now well settled in this country that a bequest to a wife by name does not imply a continuing condition and is not revoked by divorce. So "to my wife A," *Card v. Alexander*, 48 Conn. 492; *Peck, Husband and Wife*, 226; to "my intended wife E. J.," *Charlton v. Miller*, 27 Ohio, St. 298; so for insurance policy payable to "my wife M. B," *Brown v. Grand A. O. of U. W.*, 208 Pa. 101; as to wife in devise to "T. B. and R. his wife," *Bullock v. Lilley*, 1 N. J. Eq. 489; so to "my present wife" entire will not revoked. *Baacke v. Baacke*, 50 Neb. 18. A will, however, is revoked where there has been an absolute divorce and the reciprocal property right have been arranged between the parties. *Lansing v. Haynes*, 95 Mich. 16; *Schouler Wills*, Section 426 A. The English courts, although formerly in according with American decisions, *Bullmore v. Wynter*, 22 Ch. D. 619 and *Boddington. v. Clairat*, 25 Ch. D. 685, have recognized revocation of requests by divorce in *Hitchins v. Morrieson*, 40 Ch. D. 30, and criticized the holding in the cases above cited.

WILLS—CONSTRUCTION—BEQUEST TO CREDITOR—ADEMPTION—IN RE ARNTON, 94 N. Y UPP. 741.—Where the testator made a bequest to his credi-